

EXHIBIT A
to State Farm Lloyds' Notice of Removal

[*Index of State Court Papers*]

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
LAREDO DIVISION

ROBERT BENAVIDES and	§	CIVIL ACTION NO.
MELISSA GAONA BENAVIDES,	§	
Plaintiffs,	§	
V.	§	<u>5:15-cv-00163</u>
STATE FARM LLOYDS,	§	
Defendant	§	JURY REQUESTED

INDEX OF STATE COURT PAPERS IN
STATE COURT CAUSE NO. 2015CVF002114 D4

1. Civil Case Docket for Cause No. 2015CVF002114 D4, styled *Robert Benavides and Melissa Gaona Benavides v. State Farm Lloyds*, in the 406th Judicial District Court, Webb County, Texas
2. Plaintiffs' Original Petition and Request for Disclosure
3. Civil Case Information Sheet
4. Letter dated June 24, 2015, from 406th Judicial District Court regarding case set for calendar call on September 1, 2015
5. Transmission Confirmation Report regarding telecopy of June 24, 2015 letter to attorneys for Plaintiffs
6. Citation to State Farm Lloyds (Return)
7. Citation to State Farm Lloyds (Serve)
8. Affidavit of Service (regarding State Farm Lloyds)
9. Citation to State Farm Lloyds (Return)
10. Letter dated August 7, 2015, from attorneys for State Farm Lloyds to Webb County District Clerk requesting copy of entire Court file
11. Defendant State Farm Lloyds' Original Answer

Webb County Courts - Live
DATE 8/07/15
TIME 16:55:32

PAGE 1
MV0260
DCJLA

CASE NUMBER : 2015CVF002114 D4 CASE TYPE : F08 INSURANCE
PLAINTIFF : BENAVIDES, ROBERT,,
S.S.# : 000-00-0000 D.O.B. :
ADDRESS :

DRIVER LICENSE # . . . :

PLAINTIFFS ATTORNEY : ARGUELLO, ANDRES, , PHONE NUMBER: 000-000-0000
ADDRESS : 1110 NASA PKWY STE 620
HOUSTON TX 77058

PLAINTIFF : BENAVIDES, MELISSA, GAONA,
S.S.# : 000-00-0000 D.O.B. :
ADDRESS :

DRIVER LICENSE # . . . :

VS.

DEFENDANT NAME . . . : STATE FARM LLOYD'S,,,
S.S.# : 000-00-0000 D.O.B. :
ADDRESS : 211 EAST 7TH STREET STE 620
AUSTIN TX 78701

DRIVERS LICENSE # . . . :
CASE STATUS : Active STATUS DATE : 6/17/2015
CASE DISPOSITION . . . : DISPOSITION DATE . . . :

DEFENDANTS ATTORNEY : ORTIZ, RAY, R, PHONE NUMBER: 000-000-0000
ADDRESS : 10100 REUNION PLACE STE 600
SAN ANTONIO TX 78216
COURT APPOINTED . . . : NO ATTORNEY PRESENT . . . :

ENTRY/FILING DATE . . . : 6/17/2015

JUDGE : O.J. Hale
HEARING TYPE :
ADMIN. TERM. CODE . . . : IND. TERM. CODE . . . :

COMPLAINT : *IMG* CONTRACT
COMPLAINT DATE : 6/17/2015 COMPLAINT AMOUNT . . . :
INTEREST DATE : INTEREST RATE . . . :
REIMBURSE COSTS : NO COUNTER CLAIM CASE:
COUNTER CLAIM ORI# . . . : TRUSTEESHIP CASE . . . :
TRUSTEESHIP ORI# . . . : GARNISHMENT CASE . . . :
GARNISHMENT ORI# . . . :

ACTIVITY DATE ACTIVITY DESCRIPTION

ACTIVITY TYPE

6/17/2015 Case Status
Case Status entered as ACTV.
Case Status ACTV: Active

CaseStatus

CIVIL CASE DOCKETS

Webb County Courts - Live
DATE 8/07/15
TIME 16:55:32

PAGE 2
MV0260
DCJLA

CASE NUMBER . . . : 2015CVF002114 D4 CASE TYPE : F08 INSURANCE
For STATE FARM LLOYD'S
Complaint
IMG CONTRACT
Complaint

6/24/2015 Court Case Assignment Case Assgn
Court date/time: 9/01/2015 14:00 Hearing Type: 17 Clndr Call
Assignment of court date/time.
Status entered as Open
Hearing Hearing
IMG CALENDAR CALL FAXED TO ATTORNEY ANDRES ARGUELLO. (GG) Issuance
Issuance
IMG 2 CITATIONS ISSUED AS TO STATE FARM LLOYDS AND HELD BY CLERK TO
AWAIT COPIES OF PETITION. (GG)

**CITATIONS RELEASED ON 6/25/2015 AND SENT BACK TO ATTORNEY IN SELF
ADDRESSED STAMPED ENVELOPE** (GG)

7/20/2015 Returns Returns
IMG CITATION RETURNED EXECUTED AS TO STATE FARM LLOYD'S
DOS 07/17/15 AFFIDAVIT OF SERVICE ATTACHED JLA

8/07/2015 Filing Papers File Paprs
IMG LETTER REQUESTING COPIES E-FILED (AND COPIES PD) BY ROBIN
MCGREW, PARALEGAL TO RAY R. ORTIZ JLA
Answer Answer
IMG DEFENDANT STATE FARM LLOYDS' ORIGINAL ANSWER E-FILED BY ATTY
RAY R. ORTIZ JLA

CAUSE NO. _____

ROBERT BENAVIDES AND
MELISSA GAONA BENAVIDES,

Plaintiffs,

v.

IN THE DISTRICT COURT OF

WEBB COUNTY, TEXAS,

STATE FARM LLOYD'S
Defendant.

TH JUDICIAL DISTRICT

PLAINTIFFS' ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, Robert Benavides and Melissa Gaona Benavides, ("Plaintiffs"), and file this *Plaintiffs' Original Petition*, complaining of State Farm Lloyds ("State Farm"), and respectfully show this Honorable Court the following:

DISCOVERY CONTROL PLAN

1. Plaintiffs intend for discovery to be conducted under Level 2 of Rule 190 of the Texas Rules of Civil Procedure and request the Court enter a Level 2 Discovery Plan.

PARTIES

2. Plaintiffs Robert Benavides and Melissa Gaona Benavides are individuals residing in Webb County, Texas.

3. Defendant State Farm is a domestic insurance company engaged in the business of insurance in Texas. The causes of action asserted arose from or are connected with purposeful acts committed by Defendant. State Farm may be served via its registered attorney for service Corporation Service Company, at 211 East 7th Street, Suite 620, Austin, Texas 78701-3218.

JURISDICTION

4. The Court has jurisdiction over this cause of action because the amount in controversy is within the jurisdictional limits of the Court. Plaintiffs are seeking monetary relief over \$200,000 but not more than \$1,000,000. Plaintiffs reserve the right to amend their petition during and/or after the discovery process.

5. The Court has jurisdiction over Defendant State Farm because this defendant engages in the business of insurance in the State of Texas, and Plaintiffs' causes of action arise out of this Defendant's business activities in the State of Texas.

VENUE

6. Venue is proper in Webb County, Texas, because the insured property is situated in Webb County, Texas. TEX. CIV. PRAC. & REM. CODE §15.032.

FACTS

7. Plaintiffs are the owners of a Texas Homeowners' Insurance Policy (hereinafter referred to as "the Policy"), which was issued by State Farm.

8. Plaintiffs own the insured property, which is specifically located at 4616 Santa Martha Blvd., Laredo, Texas, in Webb County (hereinafter referred to as "the Property").

9. Defendant State Farm sold the Policy insuring the Property to Plaintiffs.

10. On or about May 9, 2014, a hail storm and/or windstorm struck Webb County, Texas, causing severe damage to homes and businesses throughout the area, including Plaintiffs' residence ("the Storm"). Specifically, Plaintiffs' composition shingle roof and roofing components sustained extensive damage during the storm. Plaintiffs' home sustained exterior damage during the storm, including but not limited to damage to trim, fascia, soffit vents, soffits, two (2) exterior doors, two (2) exterior door frames, porch ceiling, two (2) aluminum windows, mailbox, scructure

address numbers, metal shed and fence.. Plaintiffs filed a claim, in accordance with the terms of the Policy, with their insurance company, State Farm, for the damages to their home caused by the Storm.

11. Plaintiffs submitted a claim to State Farm against the Policy as referenced in paragraph 7 above, for Roof Damage and Exterior Damage sustained as a result of the hail storm and/or windstorm.

12. Plaintiffs asked that State Farm cover the cost of repairs to the Property, including but not limited to, repair and/or replacement of the roof and repair of the interior and exterior damage to the Property, pursuant to the Policy.

13. Defendant State Farm assigned Jay Ospina to adjust the claim. Jay Ospina was improperly trained and/or supervised and failed to perform a thorough investigation of Plaintiffs' claim. Specifically, Mr. Ospina conducted a substandard inspection of Plaintiffs' property. The inadequacy of Mr. Ospina's inspection is evidenced by the report, which failed to include the majority of Plaintiffs' damages. Ultimately, Jay Ospina's estimate did not allow adequate funds to cover the cost of repairs for any of the damages sustained. Mr. Ospina's inadequate investigation was relied upon by State Farm in this action and resulted in Plaintiffs' claim being improperly denied.

14. Defendant State Farm failed to adequately train and supervise Jay Ospina resulting in the unreasonable investigation and improper handling of Plaintiffs' claim. Moreover, State Farm failed to thoroughly review and properly oversee the work of the adjuster, ultimately approving an improper adjustment of and an inadequate, unfair settlement of Plaintiffs' claim. As a result of

Defendants' wrongful acts and omissions set forth above and further described herein, Plaintiffs' claims were improperly denied causing them to suffer damages.

15. Together, Defendants State Farm and Mr. Ospina set about to deny and/or underpay on properly covered damages. State Farm and Mr. Ospina misrepresented to Plaintiffs that Jay Ospina's estimate included all of Plaintiffs' properly covered hail storm and/or windstorm damages and made sufficient allowances to cover the cost of repairs to Plaintiffs' Property pursuant to the Policy when, in fact, the estimate failed to include many of Plaintiffs' properly covered storm damages and failed to allow for adequate amounts to cover the cost of repairs to Plaintiffs' Property. Defendants State Farm and Ospina failed to provide any coverage for the damages sustained by Plaintiffs and under-scoped and undervalued Plaintiffs' damages, thereby denying payment on Plaintiffs' claim. As a result of these Defendants' unreasonable investigation, Plaintiffs' claim was improperly adjusted and Plaintiffs have been severely underpaid and suffered damages. The mishandling of Plaintiffs' claim has also caused a delay in Plaintiffs' ability to fully repair their Property, which has resulted in additional damages. To this date, Plaintiffs have yet to receive sufficient payment that they are entitled to under the Policy.

16. As detailed in the paragraphs below, State Farm wrongfully denied Plaintiffs' claim for repairs of the Property, even though the Policy provided coverage for losses such as those suffered by Plaintiffs. Furthermore, State Farm undervalued some of Plaintiffs' claims by not providing full coverage for the damages sustained by Plaintiffs, as well as under-scoping the damages during its investigation.

17. To date, State Farm continues to delay in the payment for the damages to the property. As such, Plaintiffs have not been paid in full for the damages to their home.

18. Defendant State Farm failed to perform its contractual duty to adequately compensate Plaintiffs under the terms of the Policy. Specifically, it refused to pay any proceeds of the Policy, although due demand was made for proceeds to be paid in an amount sufficient to cover the damaged property. State Farm's conduct constitutes a breach of the insurance contract between State Farm and Plaintiffs.

19. Defendants State Farm and Ospina misrepresented to Plaintiffs that the damage to the Property was not covered under the Policy, even though the damage was caused by a covered occurrence. Defendant's conduct constitutes violations of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(1).

20. Defendants State Farm and Ospina failed to make an attempt to settle Plaintiffs' claim in a fair manner, although they were aware of their liability to Plaintiffs under the Policy. State Farm's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(2)(A).

21. State Farm and Mr. Ospina failed to explain to Plaintiffs the reasons for its denial of Plaintiffs' claim. Specifically, State Farm and Mr. Ospina failed to offer Plaintiffs adequate compensation, without any explanation why full payment was not being made. Furthermore, State Farm and Mr. Ospina did not communicate that any future settlements or payments would be forthcoming to pay for the losses covered under the Policy, nor did it provide any explanation for the failure to adequately settle Plaintiffs' claim. The Conduct of State Farm and Mr. Ospina, is a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(3).

22. Defendants State Farm and Mr. Ospina failed to affirm or deny coverage of Plaintiffs' claim within a reasonable time. Specifically, Plaintiffs did not receive timely indication of

acceptance or rejection, regarding the full and entire claim, in writing from State Farm or Mr. Ospina. The conduct of State Farm constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(4).

23. Defendants State Farm and Mr. Ospina refused to fully compensate Plaintiffs, under the terms of the Policy, even though State Farm and Mr. Ospina failed to conduct a reasonable investigation. Specifically, State Farm and Mr. Ospina performed an outcome-oriented investigation of Plaintiffs' claim, which resulted in a biased, unfair, and inequitable evaluation of Plaintiffs' losses on the Property. The conduct of State Farm and Mr. Ospina constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(7).

24. Defendant State Farm failed to meet its obligations under the Texas Insurance Code regarding timely acknowledging Plaintiffs' claim, beginning an investigation of Plaintiffs' claim, and requesting all information reasonably necessary to investigate Plaintiffs' claim, within the statutorily mandated time of receiving notice of Plaintiffs' claim. State Farm's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.055.

25. Defendant State Farm failed to accept or deny Plaintiffs' full and entire claim within the statutorily mandated time of receiving all necessary information. State Farm's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.056.

26. Defendant State Farm failed to meet its obligations under the Texas Insurance Code regarding payment of claim without delay. Specifically, it has delayed full payment of Plaintiffs' claim longer than allowed and, to date, Plaintiffs have not received full payment for their claim.

State Farm's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.058.

27. From and after the time Plaintiffs' claim was presented to Defendant State Farm, the liability of State Farm to pay the full claim in accordance with the terms of the Policy was reasonably clear. However, State Farm has refused to pay Plaintiffs in full, despite there being no basis whatsoever on which a reasonable insurance company would have relied to deny the full payment. State Farm's conduct constitutes a breach of the common law duty of good faith and fair dealing.

28. Defendants State Farm and Ospina knowingly or recklessly made false representations, as described above, as to material facts and/or knowingly concealed all or part of material information from Plaintiffs.

29. As a result of Defendants State Farm's and Mr. Ospina's wrongful acts and omissions, Plaintiffs were forced to retain the professional services of the attorney and law firm who are representing them with respect to these causes of action.

CAUSES OF ACTION:

CAUSES OF ACTION AGAINST STATE FARM

30. Defendant State Farm is liable to Plaintiffs for intentional breach of contract, as well as intentional violations of the Texas Insurance Code, and intentional breach of the common law duty of good faith and fair dealing.

BREACH OF CONTRACT

31. Defendant State Farm's conduct constitutes a breach of the insurance contract made between State Farm and Plaintiffs.

32. Defendant State Farm's failure and/or refusal, as described above, to pay the adequate compensation as it is obligated to do under the terms of the Policy in question, and under the laws of the State of Texas, constitutes a breach of State Farm's insurance contract with Plaintiffs.

**NONCOMPLIANCE WITH TEXAS INSURANCE CODE:
UNFAIR SETTLEMENT PRACTICES**

33. Defendant State Farm's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a). All violations under this article are made actionable by TEX. INS. CODE §541.151.

34. Defendant State Farm's unfair settlement practice, as described above, of misrepresenting to Plaintiffs material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(1).

35. Defendant State Farm's unfair settlement practice, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though State Farm's liability under the Policy was reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(2)(A).

36. Defendant State Farm's unfair settlement practice, as described above, of failing to promptly provide Plaintiffs with a reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for its offer of a compromise settlement of the claim, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(3).

37. Defendant State Farm's unfair settlement practice, as described above, of failing within a reasonable time to affirm or deny coverage of the claim to Plaintiffs, or to submit a reservation of Plaintiffs' Original Petition

rights to Plaintiffs, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(4).

38. Defendant State Farm's unfair settlement practice, as described above, of refusing to pay Plaintiffs' claim without conducting a reasonable investigation, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(7).

**NONCOMPLIANCE WITH TEXAS INSURANCE CODE:
THE PROMPT PAYMENT OF CLAIMS**

39. Defendant State Farm's conduct constitutes multiple violations of the Texas Insurance Code, Prompt Payment of Claims. All violations made under this article are made actionable by TEX. INS. CODE §542.060.

40. Defendant State Farm's failure to acknowledge receipt of Plaintiffs' claim, commence investigation of the claim, and request from Plaintiffs all items, statements, and forms that it reasonably believed would be required within the applicable time constraints, as described above, constitutes a non-prompt payment of claims and a violation of TEX. INS. CODE §542.055.

41. Defendant State Farm's failure to notify Plaintiffs in writing of its acceptance or rejection of the claim within the applicable time constraints, constitutes a non-prompt payment of the claim. TEX. INS. CODE §542.056.

42. Defendant State Farm's delay of the payment of Plaintiffs' claim following its receipt of all items, statements, and forms reasonably requested and required, longer than the amount of time provided for, as described above, constitutes a non-prompt payment of the claim. TEX. INS. CODE §542.058.

ACTS CONSTITUTING ACTING AS AGENT

43. As referenced and described above, and further conduct throughout this litigation and lawsuit, Jay Ospina is an agent of State Farm based on his acts during the handling of this claim, including inspections, adjustments, and aiding in adjusting a loss for or on behalf of the insurer. TEX. INS. CODE §4001.051.

44. Separately, and/or in the alternative, as referenced and described above, State Farm ratified the actions and conduct of Jay Ospina including the completion of his duties under the common law and statutory law.

BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING

45. Defendant State Farm's conduct constitutes a breach of the common law duty of good faith and fair dealing owed to the insured in insurance contracts.

46. "Good faith and fair dealing" is defined as the degree and diligence which a man of ordinary care and prudence would exercise in the management of one's own business. *Arnold v. Nat'l Mut. Fir Ins. Co.*, 725 S.W.2d 165, 167 (Tex. 1987). This tort arises from Texas law, which recognizes that a special relationship exists as a result of Plaintiffs' (the policyholders) and State Farm's (the insurer) unequal bargaining power. Part of this unequal bargaining power results from the fact that State Farm, like other insurers, controls entirely the evaluation, processing and denial of claims.

47. At the time of Jay Ospina's inspection and/or investigation, upon which State Farm relied entirely for its investigation, evaluation, and settling of Plaintiffs' claim, Jay Ospina tried to wrongfully deny Plaintiffs' losses. By not accounting for the covered damages Defendants State Farm and Mr. Ospina did not inspect and evaluate Plaintiffs' home as if it were their own home. Defendant State Farm's investigation and evaluation was not reasonable, thus, State Farm lacked

a reasonable basis for denying or only partially including payment for Plaintiffs' covered damages.

State Farm's overall conduct in handling Plaintiffs' claim was not reasonable.

48. Defendant State Farm's failure, as described above, to adequately and reasonably investigate and evaluate Plaintiffs' claim, although, at that time, Defendant State Farm knew or should have known by the exercise of reasonable diligence that its liability was reasonably clear, constitutes a breach of the duty of good faith and fair dealing.

KNOWLEDGE

49. Each of the acts described above, together and singularly, was done "knowingly," as that term is used in the Texas Insurance Code, and was a producing cause of Plaintiffs' damages described herein.

DAMAGES

50. Plaintiffs would show that all of the aforementioned acts, taken together or singularly, constitute the producing causes of the damages sustained by Plaintiffs.

51. As previously mentioned, the damages caused by the May 9, 2014, hail storm and/or windstorm have not been properly addressed or repaired in the months since the storm, causing further damages to the Property, and causing undue hardship and burden to Plaintiffs. These damages are a direct result of Defendant State Farm's mishandling of Plaintiffs' claim in violation of the laws set forth above.

52. For breach of contract, Plaintiffs are entitled to regain the benefit of their bargain, which is the amount of their claim, together with attorney's fees.

53. For noncompliance with the Texas Insurance Code, Unfair Settlement Practices, Plaintiffs are entitled to actual damages, which include the loss of the benefits that should have been paid pursuant to the policy, mental anguish, court costs, and attorney's fees. For knowing conduct of

the acts described above, Plaintiffs ask for three times their actual damages. TEX. INS. CODE §541.152.

54. For noncompliance with Texas Insurance Code, Prompt Payment of Claims, Plaintiffs are entitled to the amount of their claim, as well as eighteen (18) percent interest per annum on the amount of such claim as damages, together with attorney's fees. TEX. INS. CODE §542.060.

55. For breach of the common law duty of good faith and fair dealing, Plaintiffs are entitled to compensatory damages, including all forms of loss resulting from the insurer's breach of duty, such as additional costs, economic hardship, losses due to nonpayment of the amount the insurer owed, exemplary damages, and damages for emotional distress.

56. For the prosecution and collection of this claim, Plaintiffs have been compelled to engage the services of the attorney whose name is subscribed to this pleading. Therefore, Plaintiffs are entitled to recover a sum for the reasonable and necessary services of Plaintiffs' attorney in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.

REQUEST FOR DISCLOSURE

57. Under Texas Rules of Civil Procedure 194, Plaintiff hereby requests Defendants State Farm disclose, within fifty (50) days of service of this request, the information or material described in Texas Rule of Civil Procedure 194.2 (a) through (l).

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that upon trial hereof, said Plaintiffs have and recover such sums as would reasonably and justly compensate them in accordance with the rules of law and procedure, as to actual damages, treble damages under the Texas Insurance Code, and all punitive and exemplary damages as may be found. In addition,

Plaintiffs request the award of attorney's fees for the trial and any appeal of this case, for all costs of Court on their behalf expended, for prejudgment and post-judgment interest as allowed by law, and for any other and further relief, either at law or in equity, to which they may show themselves justly entitled.

Respectfully submitted,

ARGUELLO, HOPE & ASSOCIATES, P.L.L.C.

By: /s/ Andres A. Arguello

Andres A. Arguello

State Bar of Texas Number: 24089970

1110 NASA Parkway, Suite 620

Houston, Texas 77058

Telephone: (281) 532-5529

Facsimile: (281) 402-3534

ATTORNEY FOR PLAINTIFFS

ROBERT BENAVIDES AND

MELISSA GAONA BENAVIDES

CIVIL CASE INFORMATION SHEET

Filed

6/17/2015 1:47:48 PM

Esther Degollado

District Clerk

Webb District

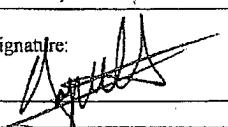
Gloria Noriega

CAUSE NUMBER (FOR CLERK USE ONLY): _____ COURT (FOR CLERK USE ONLY): _____

STYLED Roberto Benavides and Melissa Gaona Benavides v. State Farm Lloyds

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet:		Names of parties in case:	Person or entity completing sheet is:
Name: Andres A. Arguello	Email: andres@simplyjustice.com	Plaintiff(s)/Petitioner(s): Roberto Benavides	<input type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____
Address: 1110 Nasa Parkway, Suite 620	Telephone: 281-532-5529	Melissa Gaona Benavides	Additional Parties in Child Support Case:
City/State/Zip: Houston, TX 77058	Fax: 281-402-3534	Defendant(s)/Respondent(s): State Farm Lloyds	Custodial Parent: _____
Signature: 	State Bar No: 24089970	[Attach additional page as necessary to list all parties]	Non-Custodial Parent: _____
Presumed Father: _____			

2. Indicate case type, or identify the most important issue in the case (select only 1):

Civil		Family Law		
Contract	Injury or Damage	Real Property	Marriage Relationship	
Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure Franchise <input checked="" type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: <hr/>	<input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage: <hr/>	<input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: <hr/>	<input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children <hr/>	<input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order <hr/>
Employment	Other Civil	Related to Criminal Matters	Other Family Law	Parent-Child Relationship
<input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: <hr/>	<input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <hr/>	<input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: <hr/>	<input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: <hr/>	<input type="checkbox"/> Adoption/Acknowledgment <input type="checkbox"/> Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: <hr/>
Tax	Probate & Mental Health			
<input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax <hr/>	Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: <hr/>			

3. Indicate procedure or remedy, if applicable (may select more than 1):

<input type="checkbox"/> Appeal from Municipal or Justice Court	<input type="checkbox"/> Declaratory Judgment	<input type="checkbox"/> Prejudgment Remedy
<input type="checkbox"/> Arbitration-related	<input type="checkbox"/> Garnishment	<input type="checkbox"/> Protective Order
<input type="checkbox"/> Attachment	<input type="checkbox"/> Interpleader	<input type="checkbox"/> Receiver
<input type="checkbox"/> Bill of Review	<input type="checkbox"/> License	<input type="checkbox"/> Sequestration
<input type="checkbox"/> Certiorari	<input type="checkbox"/> Mandamus	<input type="checkbox"/> Temporary Restraining Order/Injunction
<input type="checkbox"/> Class Action	<input type="checkbox"/> Post-judgment	<input type="checkbox"/> Turnover

4. Indicate damages sought (do not select if it is a family law case):

<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees
<input type="checkbox"/> Less than \$100,000 and non-monetary relief
<input type="checkbox"/> Over \$100,000 but not more than \$200,000
<input checked="" type="checkbox"/> Over \$200,000 but not more than \$1,000,000
<input type="checkbox"/> Over \$1,000,000

Oscar J. Hale, Jr.



State District Judge
406TH Judicial District Court
1110 Victoria St., Suite 402
Laredo, Texas 78040
406@webbcountvtx.gov

TELEPHONE NO. (956) 523-4954
FAX NO. (956) 523-5074

June 24, 2015

CAUSE NO.: 2015CVF002114 D4

STYLE: ROBERT BENAVIDES AND
MELISSA GAONA BENAVIDES
VS
STATE FARM LLOYD'S

Please take NOTICE that this case is set for CALENDAR CALL on 09/01/2015 at 2:00 PM at the 406th District Court, 4th Floor, Webb County Justice Center.

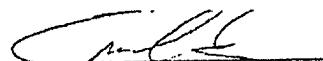
All Calendar Call hearings will be in open court and on the record before the Honorable Judge Oscar J. Hale, Jr. Your presence is MANDATORY unless Counsel for Plaintiff(s) and Defendant(s) file a Joint Pre-Trial Guideline Order (PTGO) with all counsel signatures on the PTGO.

You may download the PTGO at our website: www.Webbcountytx.gov/DC406th/Forms

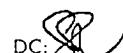
Counsel for Plaintiff(s) please note that if you fail to appear your case may be dismissed for lack of prosecution.

Counsel for Defendant(s) please note that if you fail to appear for calendar call, a pre-trial guideline order may be entered with or without your approval and/or signature.

If there are any questions regarding this matter please feel free to call our office at any time.



Cruz Maldonado
Civil Court Coordinator

DC:

** Transmit Confirmation Report **

P.1
WEBB CO DISTRICT CLERK Fax:956-523-5121

Jun 26 2015 12:13pm

Name/Fax No.	Mode	Start	Time	Page	Result	Note
912814023534	Fine	26.12:12pm	0'29"	1	* O K	



TELEPHONE NO. (956) 523-4954
FAX NO. (956) 321-5074

Oscar J. Hale, Jr.

State District Judge
406TH Judicial District Court
1110 Victoria St., Suite 402
Laredo, Texas 78040
406@webbccountytex.gov

June 24, 2015

CAUSE NO.: 2015CVF002114 D4

STYLE: ROBERT BENAVIDES AND
MELISSA GAONA BENAVIDES

VS

STATE FARM LLOYD'S

Please take NOTICE that this case is set for CALENDAR CALL on 09/01/2015
at 2:00 PM at the 406th District Court, 4th Floor, Webb County Justice Center.

All Calendar Call hearings will be in open court and on the record before the Honorable Judge Oscar J. Hale, Jr. Your presence is MANDATORY unless Counsel for Plaintiff(s) and Defendant(s) file a Joint Pre-Trial Guideline Order (PTGO) with all counsel signatures on the PTGO.

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Counsel for Defendant(s) please note that if you fail to appear for calendar call, a pre-trial guideline order may be entered with or without your approval and/or signature.

If there are any questions regarding this matter please feel free to call our office at any time.

Cruz Maldonado
Civil Court Coordinator

dc:

RETURN
2015CVF002114 D4

CITATION

PLAINTIFFS' ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

THE STATE OF TEXAS

COUNTY OF WEBB

NOTICE TO THE DEFENDANT: "YOU HAVE BEEN SUED. YOU MAY EMPLOY AN ATTORNEY. IF YOU OR YOUR ATTORNEY DO NOT FILE A WRITTEN ANSWER WITH THE CLERK WHO ISSUED THIS CITATION BY 10:00 A.M. ON THE MONDAY NEXT FOLLOWING THE EXPIRATION OF TWENTY DAYS AFTER YOU WERE SERVED THIS CITATION AND PETITION, A DEFAULT JUDGMENT MAY BE TAKEN AGAINST YOU."

TO: STATE FARM LLOYDS
BY SERVING IT REGISTERED ATTORNEY FOR SERVICE:
CORPORATION SERVICE COMPANY
211 EAST 7TH STREET STE 620
AUSTIN, TX 78701-3218

DEFENDANT, IN THE HEREINAFTER STYLED AND NUMBERED CAUSE, YOU ARE HEREBY COMMANDED TO APPEAR BEFORE THE 406TH DISTRICT COURT of Webb County, Texas, to be held at the said courthouse of said county in the city of Laredo, Webb County, Texas, by filing a written answer to the Petition of Plaintiff at or before 10:00 O'CLOCK A.M. of the Monday next after the expiration of 20 days after the date of service thereof, a copy of which accompanies this citation, in the Cause #: 2015CVF002114 D4 , styled:

ROBERT BENAVIDES AND MELISSA GAONA BENAVIDES, PLAINTIFF
VS.

STATE FARM LLOYDS, DEFENDANT

Said Plaintiff's Petition was filed on 06/17/2015 in said court by:
ANDRES ARGUELLO, ATTORNEY FOR PLAINTIFF
1110 NASA PKWY STE 620
HOUSTON, TX 77058

WITNESS ESTHER DEGOLLADO, DISTRICT CLERK OF WEBB COUNTY, TEXAS, Issued and given under my hand and seal of said court at office, this 24 day of June, 2015.

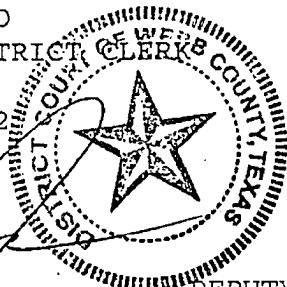
C L E R K O F C O U R T

CALENDAR CALL COURT DATE:
09/01/2015 AT 2:00P.M.

ESTHER DEGOLLADO
WEBB COUNTY DISTRICT CLERK
P.O. BOX 667
LAREDO, TX 78042

BY:

GLORIA G. NORIEGA



DEPUTY

2015CVF002114 D4

OFFICER'S RETURN

Came to hand on the _____ day of _____, 2015 at
_____ O'CLOCK _____.M. Executed at _____,
within the COUNTY of _____ at _____ O'CLOCK _____.M. on
the _____ day of _____, 2015, by delivering to the within
named STATE FARM LLOYDS, each, in person, a true copy of this citation
together with the accompanying copy of the petition, having first
attached such copy of such petition to such copy of citation and
endorsed on such copy of citation the date of delivery.

The distance actually traveled by me in serving such process was
_____ miles, and my fees are as follows:

Total Fee for serving this citation \$ _____.

To certify which, witness my hand officially.

SHERIFF, CONSTABLE

COUNTY, TEXAS

BY _____
DEPUTY

THE STATE OF TEXAS }
COUNTY OF WEBB }

Before me, the undersigned authority, on this day personally
appeared _____, who after being duly sworn,
upon oath said that a notice, of which the above is a true copy, was
by him/her delivered to _____
on the _____ day of _____, _____.

SWORN TO AND SUBSCRIBED BEFORE ME on the _____ day of _____,
_____, to certify which witness my hand and seal of office.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

SERVE
2015CVF002114 D4

CITATION

PLAINTIFFS' ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

THE STATE OF TEXAS

COUNTY OF WEBB

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ROBERT BENAVIDES AND MELISSA GAONA BENAVIDES, PLAINTIFF
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STATE FARM LLOYDS, DEFENDANT

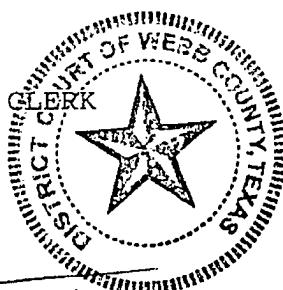
Said Plaintiff's Petition was filed on 06/17/2015 in said court by:
ANDRES ARGUELLO, ATTORNEY FOR PLAINTIFF
1110 NASA PKWY STE 620
HOUSTON, TX 77058

WITNESS ESTHER DEGOLLADO, DISTRICT CLERK OF WEBB COUNTY, TEXAS, Issued and given under my hand and seal of said court at office, this 24 day of June, 2015.

C L E R K O F C O U R T

CALENDAR CALL COURT DATE:
09/01/2015 AT 2:00P.M.

ESTHER DEGOLLADO
WEBB COUNTY DISTRICT CLERK
P.O. BOX 667
LAREDO, TX 78042



BY:

GLORIA G. NORIEGA

DEPUTY

2015CVF002114 D4

OFFICER'S RETURN

Came to hand on the _____ day of _____, 2015 at
_____ O'CLOCK _____.M. Executed at _____,
within the COUNTY of _____ at _____ O'CLOCK _____.M. on
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SHERIFF, CONSTABLE

COUNTY, TEXAS

BY _____
DEPUTY

THE STATE OF TEXAS }
COUNTY OF WEBB }

Before me, the undersigned authority, on this day personally
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upon oath said that a notice, of which the above is a true copy, was
by him/her delivered to _____
on the _____ day of _____, _____.

SWORN TO AND SUBSCRIBED BEFORE ME on the _____ day of _____,
_____, to certify which witness my hand and seal of office.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

406th District Court of WEBB County, Texas
1110 VICTORIA, STE 402 LAREDO TX 78042

Case #: 2015CVF002114D4

ROBERT BENAVIDES AND MELISSA GAONA BENAVIDES

Plaintiff

vs

STATE FARM LLOYD'S

Defendant

AFFIDAVIT OF SERVICE

I, MIRANDA WALTON, make statement to the fact; That I am a competent person more than 18 years of age or older and not a party to this action, nor interested in outcome of the suit. That I received the documents stated below on 07/17/15 2:48 pm, instructing for same to be delivered upon State Farm Lloyds Corporation Service Company, Registered Agent.

That I delivered to : State Farm Lloyds Corporation Service Company, Registered Agent.
 : By Delivering to Kelly Courtney, authorized to accept
 the following : CITATION; PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE
 at this address : 211 E. 7th Street, Suite 620
 : Austin, Travis County, TX 78701
 Manner of Delivery : by PERSONALLY delivering the document(s) to the person above.
 Delivered on : JUL 17, 2015 10:06 pm

My name is MIRANDA WALTON, my date of birth is 10/8/70, and my address is Professional Civil Process Downtown, 2211 S. IH 35, Suite 203, Austin TX 78741, and U.S.A. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 20 day of
July, 2015.

Declarant

MIRANDA WALTON

Texas Certification#: SCH-11479 Exp. 05/31/18

Private Process Server
 Professional Civil Process Downtown
 2211 S. IH 35, Suite 203 Austin TX 78741
 (512) 477-3500

PCP Inv#: Z15700112



AX02215700112

+ Service Fee: 70.00
 Witness Fee: .00
 Mileage Fee: .00

tomcat

Arguello, Andres

E-FILE RETURN

RETURN
2015CVF002114 D4

CITATION
PLAINTIFFS' ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

THE STATE OF TEXAS

COUNTY OF WEBB

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Said Plaintiff's Petition was filed on 06/17/2015 in said court by:

ANDRES ARGUELLO, ATTORNEY FOR PLAINTIFF
1110 NASA PKWY STE 620
HOUSTON, TX 77058

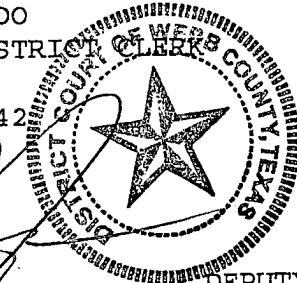
WITNESS ESTHER DEGOLLADO, DISTRICT CLERK OF WEBB COUNTY, TEXAS, Issued and given under my hand and seal of said court at office, this 24 day of June, 2015.

C L E R K O F C O U R T

ESTHER DEGOLLADO
WEBB COUNTY DISTRICT CLERK
P.O. BOX 667
LAREDO, TX 78042

BY:

GLORIA G. NORIEGA



DEPUTY

CALENDAR CALL COURT DATE:
09/01/2015 AT 2:00P.M.

2015CVF002114 D4

OFFICER'S RETURN

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SHERIFF, CONSTABLE

_____ COUNTY, TEXAS

BY _____ DEPUTY

THE STATE OF TEXAS }
COUNTY OF WEBB }

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upon oath said that a notice, of which the above is a true copy, was
by him/her delivered to _____
on the _____ day of _____, _____.

SWORN TO AND SUBSCRIBED BEFORE ME on the _____ day of _____,
_____, to certify which witness my hand and seal of office.

_____ NOTARY PUBLIC

MY COMMISSION EXPIRES _____

Filed
8/7/2015 3:49:08 PM
Esther Degollado
District Clerk
Webb District
Jeanie Aguilar
2015CVF002114D4

JONES, ANDREWS & ORTIZ

ATTORNEYS AT LAW
A PROFESSIONAL CORPORATION
10100 REUNION PLACE, SUITE 600
SAN ANTONIO, TEXAS 78216

TELEPHONE 210/344-3900

TELCOPY 210/366-4301

WRITER'S DIRECT DIAL NUMBER/
E-MAIL ADDRESS:
210/ 308-4672
robin@jao-law.com

August 7, 2015

Esther Degollado
District Clerk
1110 Victoria Street, Suite 203
Laredo, Texas 78040

Via E-file

RE: Cause No. 2015CVF002114D4; *Robert Benavides and Melissa Gaona Benavides v. State Farm Lloyds*; In the 406th Judicial District Court of Webb County, Texas.

Dear Ms. Degollado:

Pursuant to your staff's instruction in the District Clerk's office this afternoon, please allow this correspondence as my request for the entire Court file in the above referenced matter. Please include the Docket Sheet. I was told that the file would be mailed to me directly upon payment of \$25.00.

If you should have any questions or concerns, please contact the undersigned at the number listed above. Thank you for your kind assistance.

Very truly yours,

Robin McGrew

Robin McGrew
Paralegal assisting to Ray R. Ortiz

/fm

CAUSE NO. 2015CVF002114D4

ROBERT BENAVIDES AND § IN THE DISTRICT COURT OF
MELISSA GAONA BENAVIDES, §
§ Plaintiffs, §
V. § § WEBB COUNTY, TEXAS,
STATE FARM LLOYD'S § §
Defendant. § § 406TH JUDICIAL DISTRICT

DEFENDANT STATE FARM LLOYDS' ORIGINAL ANSWER

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES State Farm Lloyds, alleged to be the Defendant in this lawsuit, and files this Original Answer in response to the petition submitted by Plaintiffs Robert Benavides and Melissa Gaona Benavides ("Plaintiffs"). Without waiving any applicable defenses, whether affirmative or otherwise, and reserving the right to assert and rely on such other applicable defenses as may become available or apparent during the course of this lawsuit and still insisting upon any and all policy conditions, exclusions, requirements, and other policy terms now or later arising, State Farm Lloyds would respectfully show the Court as follows:

GENERAL DENIAL

1. As authorized by Rule 92 of the Texas Rules of Civil Procedure, State Farm Lloyds denies each and every, all and singular, the material allegations made and contained in the petition filed by Plaintiffs in this case and any petition that Plaintiffs may hereinafter file by way of amendment or supplement. In accordance with Texas law, State Farm Lloyds demands that Plaintiffs prove, by credible evidence meeting the requisite standard of proof, each and every such allegation made and contained in this case.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Defendant State Farm Lloyds, prays upon a final hearing hereof Plaintiffs recover nothing of and from Defendant State Farm Lloyds, and the Court enter a take-nothing judgment, and for all other just relief to which it may be justly entitled.

Respectfully submitted,

JONES, ANDREWS & ORTIZ, P.C.

By: 

Ray R. Ortiz
State Bar No. 15324280
ray@jao-law.com
Felix Arambula III
State Bar No. 24038746
felix@jao-law.com
10100 Reunion Place, Suite 600
San Antonio, Texas 78216
Telephone: (210) 344-3900
Facsimile: (210) 366-4301
**ATTORNEYS FOR DEFENDANT,
STATE FARM LLOYDS**

CERTIFICATE OF SERVICE

On August 7, 2015, the above and foregoing was, in accordance with the Texas Rules of Civil Procedure, served upon the following counsel of record:

Andres A. Arguello
Arguello, Hope & Associates, P.L.L.C.
1110 Nasa Parkway, Suite 620
Houston, Texas 77058



Ray R. Ortiz/Felix Arambula III